

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEBRASKA

IN THE MATTER OF:
Jennifer Beth Mikkelsen,

Debtor.

) BK. NO. 10-82960
) (Chapter 13)
)
)
)

**CHAPTER 13 PLAN
AND
NOTICE OF RESISTANCE DEADLINE**

1. PAYMENTS

The Debtor or Debtors (hereinafter called "Debtor") submits to the Standing Chapter 13 Trustee all projected disposable income to be received within the applicable commitment period of the plan. The payment schedule is as follows:

| A. Monthly Payment Amount [include any previous payments] | B. Number of Payments | Base Amount (AxB) |
|--|-----------------------|-------------------|
| \$450.00 | 60 | \$27,000.00 |

Total Plan Base Amount:
\$27,000.00

The payment shall be withheld from the Debtor's paycheck: Yes ☒ No ☐

Employee's name from whose check the
payment is deducted:

Jennifer B. Mikkelsen

Employer's name, address, city, state, phone: Omaha Public Schools District
3215 Cuming Street
Omaha, NE 68131

Debtor is paid: Monthly ☒ Twice monthly ☐ Weekly ☐ Biweekly ☐ Other ☐

This plan cures any previous arrearage in payments to the Chapter 13 Trustee under any prior plan filed in this case.

NOTE: PLAN PAYMENTS TO THE TRUSTEE MUST BEGIN IMMEDIATELY FOR PLANS REQUIRING PRE-CONFIRMATION ADEQUATE PROTECTION PAYMENTS OR LEASE PAYMENTS. IN THOSE CASES PROVIDING FOR EMPLOYER DEDUCTIONS, THE DEBTOR MUST MAKE DIRECT PAYMENT TO THE TRUSTEE BY MONEY ORDER OR CASHIER'S CHECK UNTIL THEIR EMPLOYER DEDUCTION BEGINS. IN CASES WITHOUT PRE-CONFIRMATION PAYMENTS, PLAN PAYMENTS MUST COMMENCE WITHIN 30 DAYS OF FILING OF THE PETITION. THE DEBTOR MUST MAKE DIRECT PAYMENT TO THE TRUSTEE UNTIL THEIR EMPLOYER DEDUCTION BEGINS.

2. ORDER OF PAYMENT OF CLAIMS

Applicable Trustee fees shall be deducted from each payment disbursed by the Trustee. Claims shall be paid in the following order: (1) 11 U. S. C. § 1326(a)(1)(B)&(C) pre-confirmation payments for adequate protection or leases of personal property; (2) payments to secured creditors under 11 U.S.C. § 1325(a)(5), payments due on executory contracts, the Debtor's attorney fees, 11 U.S.C. § 507(a)(1)(A) priority domestic support claims and approved Chapter 7 Trustee compensation; (3) other administrative expense claims under 11 U.S.C. § 503; (4) other priority claims in the order specified in 11 U.S.C. § 507(a) including post-petition tax claims allowed under 11 U.S.C. § 1305; (5) co-signed consumer debts; (6) general unsecured claims. Unless otherwise noted, claims within each class shall be paid pro rata. If funds remain after payment of specific monthly payments provided for in the plan, the Chapter 13 Trustee may distribute those funds to secured creditors in payment of their allowed secured claims.

3. SECTION 1326(a) PRE-CONFIRMATION ADEQUATE PROTECTION PAYMENTS AND LEASE PAYMENTS

The following pre-confirmation adequate protection payments on claims secured by personal property and pre-confirmation lease payments for leases of personal property shall be paid by the Trustee to the below listed creditors without entry of an order of the Court. The Debtor proposing pre-confirmation payments will immediately commence plan payments to the Trustee. Creditors must file a proof of claim to receive payment. Payments by the Trustee shall commence to these creditors within 30 days of the filing of the proof of claim unless the Trustee does not have funds available within 7 working days prior to the end of the 30 day period. Post-confirmation payments are provided for below in Paragraphs 6 and 7 of this plan.

| Creditor's Name and Full Address | Last Four Digits of Account Number | Date of Next Payment Due | Payment Amount |
|---|------------------------------------|--------------------------|----------------|
| 1. First Nebraska Credit 10655 Bedford Avenue Omaha, NE 68134 | xxx1502 | | \$100.00 |

4. **ADMINISTRATIVE CLAIMS**

Trustee fees shall be deducted from each payment disbursed by the Trustee.

Nebraska Rule of Bankruptcy Procedure 2016-1 (A)(4) and Appendix "N" provide that a request for allowance of Chapter 13 attorney fees not exceeding \$3000.00 and cost not exceeding \$300.00 may be included in a Chapter 13 Plan. Total fees or costs in excess of this amount must be approved through a separate fee application. Fees and costs requested for allowance are as follows:

| | | |
|-----------------------|--------------------------------|-------------------------------------|
| Total Fees Requested | Fees Received Prior to Filing | Balance of Fees to be Paid in Plan |
| \$3,000.00 | \$46.00 | \$2,954.00 |
| Total Costs Requested | Costs Received Prior to Filing | Balance of Costs to be Paid in Plan |
| \$300.00 | \$0.00 | \$300.00 |

Fees and costs allowed shall be paid at the rate of not less than \$305.00 per month and shall accrue from the month in which the case is filed.

5. **PRIORITY CLAIMS**

11 U.S.C. § 1322(a) provides that all claims entitled to priority under 11 U.S.C. § 507(a) shall be paid in full in deferred cash payments unless the holder of a particular claim agrees to a different treatment of such claim except for a priority claims under 11 U.S.C. § 507(a)(1)(B). It is further provided that any and all pre-petition penalties, and post-petition penalties and interest, which have attached or will be attached to any such claim, shall be treated as a general unsecured claim and not entitled to priority. Such claims are as follows:

(A) Domestic Support Obligations:

- (1) ☒ None. [If none, skip to Priority Taxes section.]
- (2) Name of Debtor who owes Domestic Support Obligation _____
- (3) The name(s), address(es) and phone number(s) of the holder of ANY domestic support obligation as defined in 11 U.S.C. § 101(14A):
- (4) The Debtor is required to pay all post-petition Domestic Support Obligations directly to the holder of the claim and not through the Chapter 13 Plan.

(B) Arrearages owed to Domestic Support Obligation Holders under 11 U.S.C. § 507(a)(1)(A):

- (1) ☒ None. [If none, skip to subparagraph C below.]
- (2) Name of holder of Domestic Support Obligation Arrearage Claim, estimated arrears and monthly payment.

(C) Domestic Support Obligations Assigned to or Owed to a Governmental Unit Under 11 U.S.C. § 507(a)(1)(B):

- 1) ☒ None. (If none, skip to Priority Tax Claims.)
- 2) Name of Creditor, estimated arrearage claim and any special payment provisions:

(D) Priority Tax Claims Including Post-Petition Tax Claims Allowed Under 11 U.S.C. § 1305:

| | | |
|-----------------|-----------------|-----------------|
| Federal: \$0.00 | State: \$938.00 | Total: \$938.00 |
|-----------------|-----------------|-----------------|

(E) Chapter 7 Trustee Compensation Allowed Under § 1326(b)(3):

| | |
|----------------|---|
| Amount Allowed | Monthly Payment (greater of \$25 or 5% of monthly payment to unsecured creditors) |
| \$-NONE- | \$ |

(F) Other Priority Claims: None

6. SECURED CLAIMS

*** ALL SECURED CREDITORS LISTED IN PARAGRAPH 6 SHALL BE PAID ON A PRO-RATA BASIS IN MONTHLY PAYMENTS, AFTER ATTORNEY FEES AND COSTS LISTED IN PARAGRAPH 4 HAVE BEEN PAID IN FULL.**

(A)(1) Home Mortgage Claims (including claims secured by real property which the Debtor intends to retain). Unless otherwise provided in this plan, Debtor shall pay all post-petition mortgage payments directly to each mortgage creditor as those payments ordinarily come due beginning with the first due date after the case is filed and such creditor shall retain any lien securing its claim. Any pre-petition arrearage shall be paid through this Chapter 13 plan with interest as provided below and in equal monthly payments as specified below. The amount of pre-petition arrears is determined by the proof of claim, subject to the right of the Debtor to object to the amount set forth in the claim.

| Name of Creditor | Property Description | Estimated Pre-petition Arrearage | Pre-confirmation Interest Rate & Dollar Amount Limit, if Any | | Post-confirmation Interest Rate | Monthly Payment Amount on Pre-Petition Arrears | Estimated Total Payments on Pre-petition Arrears Plus Interest |
|-----------------------------|---|----------------------------------|--|------------|---------------------------------|--|--|
| First Nebraska 1. Credit | Personal residence: 19353 U Street, Omaha, Douglas County, NE 68135 | \$0.00 | 0.00% | \$No limit | 0.00% | * See above for payment | \$0.00 |
| US Bank Home 2. Mortgage | Personal residence: 19353 U Street, Omaha, Douglas County, NE 68135 | \$4,000.00 | 0.00% | \$No limit | 6.04% | * See above for payment | \$4,648.32 |

(A)(2) The following claims secured by real property shall be paid in full through the Chapter 13 plan:

| Name of Creditor | Property Description | Pre-confirmation Interest Rate & Dollar Amount Limit, if Any | | Post-confirmation Interest Rate | Monthly Payment Amount | Total Payments Plus Interest |
|--|--|--|------------|---------------------------------|-------------------------|------------------------------|
| Fullenkamp Doyle & Jobeun (Arbor Gate Homeowners 1. Assoc.) | Homeowner's Association dues for personal residence: 19353 U Street, Omaha, Douglas County, NE 68135 Estimated amount owed \$250.80 | 0.00% | \$No limit | 0.00% | * See above for payment | \$250.80 |

(B) Post-Confirmation Payments to Creditors Secured by Personal Property

Post-confirmation payments to creditors holding claims secured by personal property shall be paid as set forth in subparagraphs (1) and (2). If the Debtor elects a different method of payment, such provision is set forth in subparagraph (3).

(1) Secured Claims to Which § 506 Valuation is NOT Applicable:

Claims listed in this subsection are debts secured by a purchase-money security interest in a personal motor vehicle, incurred within 910 days of filing of the bankruptcy OR debts secured by a purchase-money security interest in "any other thing of value", incurred within one year prior to filing of the bankruptcy. These claims will be paid in full with interest as provided below and in equal monthly payments as specified below:

| Name of Creditor | Property Description | Estimated Claim Amount | Pre-confirmation Interest Rate & Dollar Amount Limit, if Any | Post-confirmation Interest Rate | Monthly Payment Amount | Total Payments Plus Interest |
|------------------|----------------------|------------------------|--|---------------------------------|------------------------|------------------------------|
| -NONE- | | \$ | % | \$ | % | \$ |

(2) Secured Claims to Which § 506 Valuation is Applicable:

Claims listed in this subsection are debts secured by personal property not described in the prior paragraph of this plan, 6(B)(1). These claims will be paid either the value of the secured property or the amount of the claim, whichever is less, with interest as provided below and in equal monthly payments as specified below. The portion of a claim that exceeds the value of the secured property will be treated as an unsecured claim. The value of the secured property is determined by the proof of claim, subject to the right of the Debtor to object to such valuation.

| Name of Creditor | Property Description | Est. Value of Security or Amount Owed (use lowest amt.) | Pre-confirmation Interest Rate & Dollar Amount Limit, if Any | Post-confirmation Interest Rate | Monthly Payment Amount | Estimated Total Payments plus Interest |
|----------------------------|------------------------|---|--|---------------------------------|------------------------|--|
| 1. First Nebraska Credit | 2007 Ford Fusion SE | \$9,625.00 | 0.00% | \$0.00 | 5.25% | * See above for payment. Adequate protection payments in the amount of \$100.00 will continue post-confirmation until creditor begins to receive regular payments through the plan \$10,965.12 |
| 2. Nebraska Furniture Mart | Furniture, electronics | \$1,497.00 | 0.00% | \$0.00 | 2.00% | * See above for payment \$1,572.72 |

(3) Other provisions:

(C) Surrender of Property

The Debtor surrenders any interest in the following collateral. Any secured claim filed by the below creditors will be deemed satisfied in full through surrender of the collateral. Any unsecured deficiency claim must be filed by the bar date for claims or allowed by separate order of the Court.

| Name of Creditor | Collateral to be Surrendered |
|------------------|------------------------------|
| -NONE- | |

(D) Lien Avoidance

The Debtor shall file a Motion to Avoid the lien of the following creditor(s):

| Name of Creditor | Amount Owed | Property Upon Which Debtor Will Seek to Avoid Lien |
|------------------|-------------|--|
| -NONE- | \$ | |

7. EXECUTORY CONTRACTS/LEASES

(A) The Debtor rejects the following executory contracts:

| Name of Creditor | Property Subject to Executory Contract |
|------------------|--|
| -NONE- | |

(B) The Debtor assumes the executory contract/lease referenced below and provides for the regular contract/lease payment to be included in the Chapter 13 plan. Any pre-petition arrearage will be cured in monthly payments as noted below:

| Name of Creditor | Property Subject to Executory Contract / Lease | Estimated Arrearages on Contract as of Date of Filing | Monthly Payment to be Made on Contract Arrearage | Regular # of Contract Payments Remaining as of Date of Filing | Amount of Regular Contract Payment | Due Date of Regular Contract Payment | Total Payments (arrears + regular contract payments) |
|------------------|--|---|--|---|------------------------------------|--------------------------------------|--|
| -NONE- | | \$ | \$ | | \$ | | \$ |

8. CO-SIGNED UNSECURED DEBTS

(A) The following co-signed debts shall be paid in full at the contract rate of interest from petition date.

| Name of Creditor | Estimated Amount Due | Contract Rate of Interest | Total Due |
|------------------|----------------------|---------------------------|-----------|
| -NONE- | \$ | % | \$ |

9. UNSECURED CLAIMS

(A) Allowed unsecured claims shall be paid pro rata from all remaining funds.

10. ADDITIONAL PROVISIONS

(A) If there are no resistances/objections to confirmation of this plan or after all objections are resolved, the Court may confirm the plan without further hearing.

(B) Property of the estate, including the Debtor's current and future income, shall re-vest in the Debtor at the time a discharge is issued, and the Debtor shall have sole right to use and possession of property of the estate during the pendency of this case.

(C) In order to obtain distributions under the plan, a creditor must file a proof of claim within 90 days after the first date set for the Meeting of Creditors except as provided in 11 U.S.C. § 502(b)(9). Claims filed after this bar date shall be disallowed except as provided in Bankruptcy Rule 3002.

(D) Unless otherwise provided in this plan or ordered by the Court, the holder of each allowed secured claim provided for by the plan shall retain its lien securing such claim as provided in 11 U.S.C. § 1325(a)(5)(B).

NOTICE OF RESISTANCE DEADLINE

ANY RESISTANCE TO THIS PLAN OR REQUEST FOR A HEARING MUST BE FILED IN WRITING WITH THE BANKRUPTCY CLERK'S OFFICE (SEE ORIGINAL NOTICE OF BANKRUPTCY FOR ADDRESS) AND SERVED ON THE ATTORNEY FOR THE DEBTOR AT THE ADDRESS LISTED BELOW (OR SERVED ON THE DEBTOR, IF NOT REPRESENTED BY AN ATTORNEY), ON OR BEFORE:

December 14, 2010

IF A TIMELY RESISTANCE OR REQUEST FOR A HEARING IS FILED AND SERVED, THE BANKRUPTCY COURT WILL HANDLE THE RESISTANCE IN ACCORDANCE WITH NEB. R. BANKR.P.3015-2. IF THERE ARE NO OBJECTIONS TO THE PLAN AS FILED, THE COURT MAY CONFIRM THE PLAN WITHOUT FURTHER HEARING.

CERTIFICATE OF SERVICE

On October 25, 2010, the undersigned mailed a copy of this plan to all creditors, parties in interest and those requesting notice by regular United States mail, postage prepaid. The parties to whom notice was mailed are either listed below or on the attached mailing matrix. The undersigned relies on the CM/ECF system of the United States Bankruptcy Court to provide service to the following: Kathleen A Laughlin, Chapter 13 Trustee, and all others receiving CM/ECF notice.

Jennifer Beth Mikkelsen,
Debtor.

By: /s/ Thomas McGuire
Attorney for the Debtor

Attorney Number: #22932

3006 South 87th Street

Attorney Address: Omaha, NE 68124

Attorney Phone Number: (402) 614-7171

Attorney Fax Number: 402-384-1103

Attorney Email Address: Tom.McGuire@SamTurcoLawOffices.com

AAM, INC.
330 George Town Square, Suite 104
Wood Dale, IL 60191

Abe's Trash Service, Inc
8123 Christensen Lane
Omaha, NE 68122-5069

Accounts Rec Solutions
1500 S 70th St Ste 106
Lincoln, NE 68506

Accredited Collection Services Inc
PO Box 27238
Omaha, NE 68127

Ace Cash Express
8424 Park Dr.
Ralston, NE 68127

Aegis Receivables Management Inc
P O Box 165839
Irving, TX 75016

Aegis Receivables Management Inc.
PO Box 404
Fort Mill, SC 29716-0404

Allergy Asthma Care
PO Box 30004
Omaha, NE 68103-1104

Alliance Asset Mgmt
Dept 5975
PO Box 1259
Oaks, PA 19456

Americredit
P.O. Box 183123
Arlington, TX 76096

Americredit
Po Box 181145
Arlington, TX 76096

Arbor Gate Homeowners Association, Inc.
280 North 115th Street
Omaha, NE 68154

Aspire
PO Box 790317
Saint Louis, MO 63179-0317

Aspire
P.O. Box 105374
Atlanta, GA 30348

Aspire
P.O. Box 105555
Atlanta, GA 30348

Capital One
Attn Payment Processing
6125 Lakeview Rd #800
Charlotte, NC 28269

Capital One
P.O. Box 85520
Richmond, VA 23285

Capital One
P.O. Box 30285

Salt Lake City, UT 84130-0285

Capital One, N.a.
C/O American Infosource
Po Box 54529
Oklahoma City, OK 73154

Cardmember Services
P.O. Box 15548
Wilmington, DE 19886-5548

Chase
Cardmember Service
PO Box 15548
Wilmington, DE 19886-5548

Childrens Hospital
PO Box 247036
Omaha, NE 68124

Christian R. Blunk
8712 W Dodge Rd
300
Omaha, NE 68114-3419

Citi Financial
Attention: Bankruptcy Department
Po Box 140069
Irving, TX 75014

Citifinacial
PO Box 70918
Charlotte, NC 28272

Citifinacial
300 Saint Paul Place
Baltimore, MD 21202

Citifinacial
PO Box 140489
Irving, TX 75014

Client Services Inc
3451 Harry S Truman Blvd
Saint Charles, MO 63301

Credit Advisors
1818 South 72nd Street
Omaha, NE 68124

Credit First
Po Box 818011
Cleveland, OH 44181

Credit First N.A.
PO Box 81344
Cleveland, OH 44188-0344

Credit Management
214 W. 1st St
PO Box 1512
Grand Island, NE 68802

Credit One Bank
Po Box 98875
Las Vegas, NV 89193

Dillard's/GEMB
PO Box 960012
Orlando, FL 32896-0012

Dillards

PO Box 103104
Roswell, GA 30075-9104

Dillards
P.O. Box 960012
Orlando, FL 32896

Douglas County Attorney
428 Hall Of Justice
Omaha, NE 68183

Douglas County Treasurer
1819 Farnam St H03
Omaha, NE 68183

ECare Contact Centers
Level 8 Plaza Commercial Centre
Bisarra Street
Sliema SLM 1640 Malta

Enhanced Recovery Corporation
8014 Bayberry Road
Jacksonville, FL 32256

Firestone Complete Auto Care
PO Box 81410
Cleveland, OH 44181

Firestone Complete Auto Care
Credit First N.A.
PO Box 81315
Cleveland, OH 44181

First National Bank of Omaha
1620 Dodge Street
Omaha, NE 68197

First Nebraska Credit
10655 Bedford Avenue
Omaha, NE 68134

First Premier Bank
3820 N Louise Ave
Sioux Falls, SD 57107

First Premier Bank
PO Box 5147
Sioux Falls, SD 57117

First Premier Bank
P.O. Box 5519
Sioux Falls, SD 57117

Firstsource Advantage LLC
205 Bryant Woods South
Buffalo, NY 14228

Fullenkamp, Doyle Jobeun
11440 W Center Road
Omaha, NE 68144-4482

Gemb/walmart
Attn: Bankruptcy
Po Box 103104
Roswell, GA 30076

General Service Bureau
PO Box 641579
Omaha, NE 68164-7579

Globalpayments
PO Box 661068

Chicago, IL 60666-1068

HR Accounts, Inc.
7017 John Deere Parkway
Moline, IL 61265

HSBC Bank
Po Box 5253
Carol Stream, IL 60197

HSBC Bank
Attn: Bankruptcy
Po Box 5213
Carol Stream, IL 60197

Internal Revenue Service
PO Box 21126
Philadelphia, PA 19114

Internal Revenue Service
1616 Capitol Ave
Ste 440, Stop 53300
Omaha, NE 68102

Kay Jewelers
P.O. Box 740425
Cincinnati, OH 45274-0425

Kay Jewelers
PO Box 3680
Akron, OH 44309

LML Payment Systems
PO Box 338
Wichita, KS 67201

Lynv Funding Llc
Po Box 740281
Houston, TX 77274

Mastercheck
PO Box 637
Stillwater, OK 74076-0637

Midland Credit Management
Po Box 939019
San Diego, CA 92193

MM Finance
d/b/a EZ Money Check Cashing
233 N 48th St Suite D
Lincoln, NE 68503

MM Finance, LLC
c/o Ashley Faier
6910 Pacific #425
Omaha, NE 68106

National Service Bureau
18820 Aurora Avenue

Shoreline, WA 98133

National Service Bureau
PO Box 55789
Seattle, WA 98155-0789

NBGL-Youunkers
PO Box 15521
Wilmington, DE 19805

Nebraska Department Of Revenue
P.O. Box 94818
Lincoln, NE 68509

Nebraska Furniture Mart
Attn: Legal Department
700 S 72nd Street
Omaha, NE 68103

Nebraska Furniture Mart
PO Box 3456
Omaha, NE 68103

Payment Center
Po Box 60136
City Of Industry, CA 91716

Physicians Clinic
PO Box 3755
Omaha, NE 68103-0755

Physicians Laboratory Services
4840 F Street
PO Box 27999
Omaha, NE 68127

Red Credit Solutions LLC
6910 Pacific #425
Omaha, NE 68106

Reward Zone Program Mastercard
PO Box 60102
City Of Industry, CA 91716-0102

Target
Po Box 59317
Minneapolis, MN 55459

TARGET NATIONAL BANK
C O WEINSTEIN AND RILEY, PS
2001 WESTERN AVENUE, STE 400
SEATTLE, WA 98121

Thinkcashfb
Brandywine Commons
Wilmington, DE 19803

Tiburon Financial
P O Box 5756
Lincoln, NE 68505-0756

Tracy Thompson
6835 S 137 Plaza #606
Omaha, NE 68135

United States Attorney General
950 Pennsylvania Avenue N.W., Room 5137
Washington, DC 20530

United States Attorney's Office
1620 Dodge St, Suite 1400
Omaha, NE 68101

US Bank
1700 Farnam St
Omaha, NE 68102

Us Bank Home Mortgage
Attn: Bankruptcy Dept
Po Box 5229
Cincinnati, OH 42304

Us Bank Home Mortgage
4801 Frederica St
Owensboro, KY 42301

Von Maur
Po box 790298
Saint Louis, MO 63179

Weisfield Jewelers
Attn: Bankruptcy
Po Box 3680
Akron, OH 44309

Wells Fargo Bank
PO Box 5058
MAC P6053021
Portland, OR 97208-5058

West Asset Management
PO BOX 790113
Saint Louis, MO 63179

West Asset Management
7333 Tam O'Shanter
Stockton, CA 95210-3370

Jennifer Beth Mikkelsen
19353 U Street
Omaha, NE 68135